

## **DESIGN SERVICES AGREEMENT**

**THIS DESIGN SERVICES AGREEMENT** (“Agreement”) is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **STANTEC ARCHITECTURE, INC.** (the "Design Consultant"), a North Carolina corporation licensed to do business in the State of Colorado, whose address is 224 South Michigan Avenue, Suite 1400, Chicago, Illinois, 60604, each a “Party” and collectively, the “Parties.”

### **SECTION 1 – ENGAGEMENT**

**1.01 Engagement.** The City engages the Design Consultant to furnish professional design services for the preliminary design of Phase 1 of the 5280 Loop urban trail along 21<sup>st</sup> Street from Coors Field to Benedict Fountain Park (the “Project”), as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

**1.02 Line of Authority for Contract Administration.** The City's Executive Director of the Department of Transportation & Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the City Engineer as the Director's authorized representative for the purpose of designating one or more representatives to act as Project Manager for the purpose of issuing written Notice to Proceed and to administer, coordinate and approve the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

**1.03 Independent Contractor.** The Design Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Design Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**1.04 Scope of Design Consultant's Authority.** The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code (“Code”).

### **SECTION 2 – DESIGN CONSULTANT'S SERVICES**

**2.01 General.** The Design Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement (the “Services”). The Design Consultant's basic Services shall consist of all of those services described in this Agreement and in **Exhibit A**.

#### **2.02 Professional Responsibility.**

- (a) All of the Services performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Services described in this Agreement.

- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State of Colorado (the "State"), and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the State or the Federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic Services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project ("Construction Documents") in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the City's Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible Federal and State agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on-call contractors or using construction management techniques. The Design Consultant agrees to organize its Construction Documents for either construction technique and to coordinate the Construction Documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the design development design phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the Project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the Project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

### **2.03 Program and Budget.**

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that the Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the Project scope or Project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

### **2.04 Coordination and Cooperation.**

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

### **2.05 Personnel Assignments.**

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the Services required under this Agreement, as appropriate.
- (b) The Design Consultant's Services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such Services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength and experience to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.

- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing before allowing such subconsultant to perform any Services on the Design Consultant's behalf.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such Services required by this Agreement and that the Design Consultant's and, to the extent applicable, any subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such Services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant, if applicable, decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, the Director shall notify the Design Consultant and give the Design Consultant an allowable amount of time that the Director considers reasonable to correct such performance. Thereafter, the Director may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, the Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice, or as soon as reasonably practicable thereafter.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on the Project, or any portion thereof, to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver to the particular Design Consultant or subconsultant for such a conflict relating to the Project, or any portion thereof.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed by the Design Consultant, together with complete resumes and other information describing their ability, skill and experience to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific portion of the Project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or the Director's designated representative does not respond within that time, the proposed changes shall be deemed to be tacitly approved.

## **2.06 Basic Services – General.**

- (a) These Services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional subconsultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or Services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the Project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic Services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to the Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase of the Project.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any Project phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

**2.07 Basic Services – Phase Specific.** In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required basic Services that must be performed on the Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each Project phase as specifically set out in **Exhibit A**.

## **2.08 Additional Services.**

- (a) If the Design Consultant performs services in addition to its basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such additional service(s): (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such additional service(s).
- (b) Before providing any such additional services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed additional services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such additional services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the Maximum

Contract Amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such additional services would cause the aggregate amount payable under this Agreement to exceed the Maximum Contract Amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
  - 1. The actual timecard cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
  - 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
  - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

## **2.09 Surveying and Testing.**

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of the Project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Workers' Compensation Coverage, Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of

compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.

- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.
- (g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

## **2.10 Compliance with M/WBE Requirements.**

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as Sections 28-31 to 28-36 and 28-52 to 28-90, D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **15%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 15%.
- (b) Under § 28-72, D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73, D.R.M.C. The Design Consultant acknowledges that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
- (c) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- (d) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as

applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c), D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c), D.R.M.C. with respect to the increased dollar value of the contract.

- (e) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Design Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999

### **SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING**

The City shall compensate the Design Consultant for its service performed and expenses incurred under this Agreement as follows.

**3.01 Fee for basic services.** The City agrees to pay the Design Consultant, as full compensation for its basic Services rendered hereunder, a fee not to exceed **SIX HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$699,988.00)**, in accordance with the billing rates and fee proposed in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for Services and expenses adjusted, upon written approval of the Director or his/her designee, and subject to the Maximum Contract Amount stated in this Section 3.

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibits A and B**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's Services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)** unless an additional amount is approved by the Director or his/her designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

**3.03 Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ZERO DOLLARS AND ZERO CENTS (\$0.00)**.

**3.04 Invoicing and Payment.** The City will make monthly progress payments for all Services performed under this Agreement based upon the Design Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).



### **3.05 Maximum Contract Amount.**

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED FOUR THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$704,988.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of Services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Manager at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing Services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement, and amounts which remain available for payment to the Design Consultant

## **SECTION 4 – TERM AND TERMINATION**

### **4.01 Term.**

The Agreement will commence upon the date listed on the City's executed signature page hereto ("Effective Date"), and will expire three (3) years from date of the Effective Date. Subject to the Executive Director's prior written authorization, the Design Consultant shall complete any Services in progress as of the expiration date and the term of the Agreement will extend until the Services are completed or earlier terminated by the Director.

### **4.02 Termination.**

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the Services contemplated under this Agreement beyond the time when its Services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's Services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the

Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.

- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and Services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or Services that has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of Services completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another design consultant, if applicable.

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City's Responsibilities.**

- (a) The City shall provide available information regarding its requirements for each phase of the Project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability, therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the Project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with Construction Documents, it shall give prompt notice thereof to Design Consultant.

### **5.02 Ownership of Documents.**

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is completed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC §§ 101, *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all

ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Agreement.

**5.03 Taxes and Licenses.** The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, State or Federal licenses required to perform its services under this Agreement. The Design Consultant shall furnish the Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

**5.04 Design Consultant’s Records.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Design Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Design Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Design Consultant to make disclosures in violation of state or federal privacy laws. The Design Consultant shall at all times comply with D.R.M.C. 20-276.

**5.05 Assignment and Subcontracting.** The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to

such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

**5.06 No Discrimination in Employment.** In connection with the performance of work under this contract, the Design Consultant agrees not refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

**5.07 Insurance.**

- (a) **General Conditions:** The Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Design Consultant. The Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) **Proof of Insurance:** The Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. The Design Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. The Design Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Design Consultant's breach of this Agreement or of any of the City's

rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including, but not limited to, policies and endorsements.

- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Design Consultant's and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, the Design Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Design Consultant. The Design Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Design Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** The Design Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Design Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Design Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Design Consultant executes this Agreement.
- (g) **Commercial General Liability:** The Design Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** The Design Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors & Omissions):** The Design Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) **Additional Provisions:**
  - (a) For Commercial General Liability, the policy must provide the following:
    - (i) That this Agreement is an Insured Contract under the policy;
    - (ii) Defense costs are outside the limits of liability;
    - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
    - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

- (b) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (c) The Design Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Design Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

#### **5.08 Defense & Indemnification.**

- (a) To the fullest extent permitted by law, the Design Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) The Design Consultant's obligation to defend and indemnify may be determined after the Design Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. The Design Consultant's duty to defend and indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if the Design Consultant is not named as a Defendant.
- (c) The Design Consultant will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**5.09 Colorado Governmental Immunity Act.** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$387,000 per person, \$1,093,000 per occurrence, subject to adjustment pursuant to C.R.S. § 24-10-114(1)(b)) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

**5.10 Contract Documents; Order of Precedence.** This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work
Exhibit B	Key Personnel/Fee/Classification/Hourly Rates
Exhibit C	ACORD Certificates of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows:

Sections 1 through 5  
Exhibit A  
Exhibit B  
Exhibit C

**5.11 When Rights and Remedies Not Waived.** In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Design Consultant. No assent expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

**5.12 Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the City's Charter and Code, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the City's Charter and the Code, including any amendments. The City's Charter and the Code, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the court exercising appropriate jurisdiction located within the City and County of Denver, Colorado.

**5.13 Conflict of Interest.**

- (a) The Parties agree that no employee of the City shall have any personal or beneficial interest in the Services or property described herein, and the Design Consultant further agrees not to hire or contract for Services with any employee or officer of the City which would be in violation of D.R.M.C., Chapter 2, Article IV, the City's Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

**5.14 No Third-Party Beneficiaries.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the City or the Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**5.15 Time is of the Essence.** The Parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Design Consultant, time is of the essence.

**5.16 Taxes, Charges and Penalties.** The City shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C..

**5.17 Proprietary or Confidential Information.**

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of the Services under the terms of this Agreement, the Design Consultant may have access to Proprietary Data, as defined below, or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such Proprietary Data or confidential information as a reasonably prudent design consultant would do to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Design Consultant's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees that it shall be responsible to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Section 5.17(b) including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**5.18 Use, Possession or Sale of Alcohol or Drugs.** The Design Consultant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs, as may be amended. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Design Consultant from City facilities or participating in City operations.

**5.19 No Employment of Illegal Aliens to Perform Work Under the Agreement.**

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments thereto (the "Certification Ordinance").



- (b) The Design Consultant certifies that:
  - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Design Consultant also agrees and represents that:
  - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Design Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Design Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Design Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
  - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. § 20-90.3.
- (d) The Design Consultant is liable for any violations as provided in the Certification Ordinance. If the Design Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Design Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Design Consultant from submitting bids or proposals for future contracts with the City.

**5.20 Disputes.** All disputes between the City and Design Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Director.

**5.21 Waiver of C.R.S. §§ 13-20-802, et seq.** The Design Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. §§ 13-20-802, *et seq.*) relating to design defects in the Project under this Agreement.

**5.22 Survival of Certain Contract Provisions.** The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**5.23 Advertising and Public Disclosure.** The Design Consultant shall not include any reference to this Agreement or to Services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to Services performed under this Agreement shall include only Services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

**5.24 Legal Authority.** The Design Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Design Consultant represents and warrants that he/she has been fully authorized by Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Design Consultant or the person signing the Agreement on behalf of the Design Consultant to enter into this Agreement.

**5.25 Notices.** Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

to the City:	Executive Director of Department of Transportation & Infrastructure 201 West Colfax Avenue, Department 608 Denver, Colorado 80202
to the Design Consultant:	Stantec Architecture, Inc. 224 South Michigan Avenue, Suite 1400 Chicago, Illinois 60604

The addresses may be changed by the Parties by written notice.

**5.26 Severability.** It is understood and agreed by the Parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**5.27 Agreement as Complete Integration-Amendments.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

**5.28 Electronic Signatures and Electronic Records.** The Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Remainder of Page Intentionally Left Blank  
Signature Pages and Exhibits Follow**

**Contract Control Number:**  
**Contractor Name:**

DOTI-202055598-00  
STANTEC ARCHITECTURE INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL****CITY AND COUNTY OF DENVER:**

**ATTEST:**  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202055598-00  
STANTEC ARCHITECTURE INC.

By:  DocuSigned by:  
94F13EEB58FE413...

Name: Michael Griffith  
(please print)

Title: Senior Associate Project Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A: PHASE 1 SCOPE OF WORK

The following Phase 1 Scope of Work describes the tasks required to complete Preliminary (30%) Design for the 5280 Trail at 21<sup>st</sup> Street. Phase 2 tasks are not included in this scope of work and will be determined upon completion of the tasks described below. This scope of work is based on the following assumptions:

- Due restrictions on public gathering, the scope of work is organized to complete as much progress as possible without on-site data gathering that requires typical public life. The scope assumes several initial existing conditions and project development tasks, through Concept (20%) Design can proceed utilizing available information and alternative public engagement tools.
- The initial analysis tasks and project development through Concept (20%) Design will proceed utilizing existing GIS base information. The Preliminary (30%) Design will utilize the design survey prepared as part of Task 3.
- This scope of work includes SUE Level C/D utility investigations. SUE Level B, and potholing will be included as part of Phase 2

The following tasks are described sequentially but work in each task may overlap and proceed concurrently.

### 1. PROJECT MANAGEMENT

The Stantec team will manage the day-to-day progress of the project, under the direction of the DOTI Project Manager (PM) and Project Management Team (PMT). Stantec will provide the following:

#### **1.1. Prepare and maintain the Project Management Plan (PMP), which will include:**

- a. Roles and responsibilities for members of the consultant team
- b. The Work Plan, including specific work tasks, sub-tasks and schedule.

#### **1.2. Facilitate one (1) weekly coordination meetings with the DOTI PM, including agendas meeting notes (sent to DOTI PM within 3 business days of meetings and materials.**

#### **1.3. Facilitate one (1) monthly PMT meeting, including agendas, meeting notes (sent to DOTI PM within 3 business days of meetings) and materials.**

#### **1.4. Attend up to four (4) supplemental meetings with City staff and Project Leadership Team (PLT), 5280 EC, and TGT.**

#### **1.5. Prepare monthly invoices to send to the DOTI PM.**

#### **1.6 Complete Envision framework desktop review**

Task 1 Deliverables will include:

1. One (1) PMP
2. Agendas and meeting minutes for Weekly Coordination Meetings
3. Agendas and meeting minutes for monthly PMT meetings

4. Up to four (4) presentations for City staff and executive leadership
5. Monthly invoices
6. Envision framework summary

## 2. PUBLIC AND STAKEHOLDER ENGAGEMENT

The Stantec team will develop and lead public engagement/information plan with input from the PMT. The plan will include the public engagement strategy for Phase 1. The consultant will gather public input from all user groups on the corridor. The following lists all public and stakeholder engagement tasks for the Phase 1. These tasks will occur throughout the Phase 1 scope. The proposed sequence and timing of tasks is identified in the project schedule and will be confirmed in the Public Involvement Plan. The public engagement strategy will include:

### 2.1. Situational Assessment

GBSM will conduct up to ten (10) interviews with community, business and cultural leaders as well as key staff and leadership of key City departments and the Downtown Denver Partnership. The information gathered from these interviews will help to inform the communications strategy and implementation.

### 2.2. Public Involvement Plan

- a. GBSM will develop a public involvement plan that will outline the message platform, communications strategy, implementation plan, and team-member roles and responsibilities as well as messaging to ensure all communications are clear, compelling and consistent for all audiences. Scope includes two (2) rounds of revisions to finalize. The PIP will identify the purpose of each outreach group (inform, guide, decide, etc.)

### 2.3. Stakeholder Committee

- a. GBSM will plan, promote, develop, facilitate and summarize up to two (2) 1.5-hour meetings to help inform the decision-making process for the project. Our team will leverage the influence and connections of key local stakeholders such as business owners, property developers, community leaders and neighborhood organizations to support the evolution of the project.

### 2.4. 5280 Trail Executive Team Meetings

- a. GBSM will plan, develop, facilitate and summarize up to three (3) one-hour meetings with the internal staff and department leads within the City and County of Denver as well as the Downtown Denver Partnership to update them on the progress of the project and work through decision-making to chart intelligent paths forward.

### 2.5. Small-Group/One-On-One Outreach

- a. GBSM will provide strategy, planning, and facilitation support for up to six (6) 1-hour dialogue meetings with groups of up to eight (8) individuals in each meeting (e.g., local business leaders, homeless advocates, residential neighborhood organizations etc.). The focus of these meetings will be informing these groups about the project and better understanding their ideas, preferences and desired outcomes for the 21<sup>st</sup> Street project. Ideally these meeting would be conducted in person, but if needed, they could be conducted via web/video conference.

## **2.6. Large-Scale Community Events**

- a. GBSM will plan, promote, develop, facilitate, and summarize one (1) large scale public meeting or pop-up engagement at existing community events (Opening Day Oktoberfest, Five Points Jazz Festival, etc.). Outreach surges will target key project milestones, such as kickoff, 20% design and preliminary design. Based on City and State health guidance, this meeting can be in-person or virtual.
- b. It is acknowledged that CCD staff may attend more large-scale community events using project materials in order to drive traffic to digital project outlets and garner input. GBSM will include input from these supplemental outreaches in the public input summary.

## **2.7. Project Materials**

- a. GBSM will create up to three (3) substantive collateral pieces (e.g. fact sheets, FAQs, newsletters,) and up to three (3) simple collateral pieces (postcards, flyers/posters, etc.) to support the sharing of factual information and promotion of engagement opportunities. Scope includes two (2) rounds of revisions to finalize.
- b. GBSM will rely on relationships with the Stakeholder Advisory Committee, Community Partnership Program and other project partners to distribute information through traditional methods (e.g., newsletters, e-blasts, etc.) and other tools (e.g., social media, flyering, etc.)
- c. If needed, Stantec/GBSM will provide printing and/or mailing of materials prior to community and stakeholder meetings. To accommodate this, a Project Material Printing contingency fee has been included. This fee shall be for printing and/or mailing only, and shall only be used with written/email approval of the CCD Project Manager. Printing and/or mailing of materials that exceeds contingency fee shall be CCD responsibility. Stantec shall notify CCD Project Manager once contingency is 75% exhausted.

## **2.8. Interactive Engagement**

- a. GBSM will develop/edit content to establish a project homepage within the City's denvergov.org website. Our team will provide up to three (3) updates to the City's website to promote and highlight milestones of the project. Scope includes two (2) rounds of revisions to finalize.
- b. GBSM will create and provide up to (9) updates to a stakeholder contact database that will be used for project updates. GBSM will develop and disseminate three (3) email blasts to stakeholder database community partners. Scope includes two (2) rounds of revisions to finalize.
- c. GBSM will develop up to two (2) online surveys to capture input from residents. GBSM will summarize the themes identified in the survey results, as well as provide the raw results of the survey. Scope includes two (2) rounds of revisions to each survey in order to finalize. Scope also assumes the survey platform (e.g. Survey Monkey, Maptionnaire) will be provided by others.



## 2.9. Multicultural Outreach

- a. GBSM will work with a multicultural partner to tailor communications strategies – and develop standalone strategies where appropriate – to ensure project materials resonate with the diverse communities in the project area. The following project materials will be translated into Spanish:
  - Project Fact Sheet
  - Project Homepage on [www.denvergov.org](http://www.denvergov.org)
  - Up to three (3) Email Blasts
  - Up to two (2) online surveys (in Spanish)

## 2.10. Public Engagement Documentation

GBSM will develop a summary of engagement methods and community feedback received in all stakeholder and community meetings and surveys. The summary will encapsulate the engagement method and input themes and conclusions and will be included in the Existing Conditions Summary and Alternatives Evaluation Memo.

Task 2 Deliverables will include:

1. One (1) Public Involvement Plan
2. Three (3) substantive (detailed) collateral pieces (digital and/or printed)
3. Three (3) simple collateral pieces (digital and/or printed)
4. Three (3) web page content updates
5. Three (3) email blasts
6. Two (2) online surveys
7. One (1) stakeholder database
8. Presentation materials for:
  - Two (2) Stakeholder meetings
  - Three (3) 5280 Trail Executive Team Meetings
  - One (1) Large community events
  - One (1) Virtual Kick-Off Public Meeting
9. Two (2) summaries of public engagement methods and input themes

## 3. EXISTING CONDITIONS

The Stantec team will map and analyze a range of existing conditions in order to create an accurate record of the existing conditions throughout the project area. Due to the restrictions placed on public life by COVID, the timeframe for some of the data gathering needs to be extended. For this reason, the Existing Conditions tasks will be completed in two stages. The first stage will utilize all available information from previous studies, existing mapping and information that can be gained through desktop research and limited site investigation. This stage includes subtasks 3.1 – 3.4.

### 3.1. Design Survey

- a. 105 West will attend up to four (4) project meetings with the City and County of Denver and/or project team members. As part of this task 105 West will develop work plans, mobilize staff

and keep the PM updated relative to the survey team's progress or any concerns. Additionally, 105 West will apply for the right-of-way permits from the City and County of Denver to perform survey work within the public rights of-way. For the purpose of this proposal, 105 West assumes that no survey work will extend onto private properties.

- b. 105 West will establish horizontal and vertical (NAVD 88) control monuments based on the City and County of Denver's horizontal and vertical datum. 105 West anticipates setting approximately thirty (30) semi-permanent control points to be used for surveying purposes. As part of this task, 105 West will provide a final project control diagram suitable for insertion into City and County of Denver plan documents.
- c. 105 West will obtain, by field methods, visible planimetric features and topography at a one foot (1') contour interval for the limits shown in blue on the attached Exhibit A. The full topographic design survey will include, but not limited to, the existing edge of pavement, existing edge of traveled surface, centerline, curb/gutter, striping, sidewalks, traffic signals, culverts, fences, structures, walls, building faces, lights, trees and tree wells, and surface utility evidence. The width of the survey will be ROW to ROW, including all building faces accessible from the public ROW along 21st Street. The limits of all side streets will extend fifty (50) feet in each direction from 21st Street. All work will be provided in AutoCAD format.

### **3.2. Compile Existing Information**

The Stantec team will prepare base information to be used for the initial analysis and concept development tasks and review existing master plans and reports.

- a. Stantec will download and compile existing GID data from the CCD database to be utilized as base information for the initial desktop analysis, and initial concepts phases.
- b. Stantec will review previous studies and reports, and summarize key data, concepts and recommendations. This review will include Denver Moves, Game Plan, Denver Moves Downtown, Blueprint Denver, the Outdoor Downtown Plan, 16<sup>th</sup> Street Mall Public Life Playbook, Green Infrastructure Implementation Strategy, Arapahoe Square Design Standards and Guidelines, and CCD Wynkoop and 21<sup>st</sup> Study, and 5280 Trail Vision.

### **3.3. Drainage, Utility and Environmental Assessment**

- a. Stantec will review existing mapping and the existing City Storm Drainage Master Plan and prepare an initial stormwater analysis to identify the local drainage basins, preliminary WQV, and flooding concerns.
- b. The Stantec team will prepare a SUE Level C/D initial analysis to inform the initial concept and 20% Design phase. The team will obtain utility maps from the City and utility companies and map those locations on the AutoCad survey base file. Additional, SUE Level B analysis, as well as potholing will be provided in Phase 2.
- c. Stantec will review existing environmental information provided by DDPHE and summarize existing environmental risks in the Existing Conditions Memorandum.

### **3.4. Traffic Characteristics Data Collection**

- a. Stantec will obtain the existing Synchro traffic model provided by CCD. This existing model will be used for existing traffic characteristics, and the starting point for further traffic analysis.
- b. Stantec will review all existing and proposed mobility and transportation plans to understand and map existing and planned transportation networks and strategies, bike lanes, and transit routes and stops.
- c. Stantec will inventory the existing curb ramp conditions and street crossings at all intersections along the 21<sup>st</sup> Street corridor. The inventory will utilize a digital level to identify the percent slope of each curb ramp, and the cross-slope of the roadway for all pedestrian crossings at each intersection.

### **3.5. Neighborhood Context & Development Review**

- a. The Stantec team will analyze the neighborhood context within 2 blocks of 21<sup>st</sup> Street to evaluate land uses, amenities and destinations, mobility networks, and characteristics of the built environment. As part of this analysis, the consultant team will work with CCD Development Services to compile all known active or proposed development projects in the area and include them in the Neighborhood Context Map.
- b. The Stantec team will prepare a Downtown Context Map to understand the relationship of the project corridor to surrounding neighborhoods, downtown districts and destinations, and broader existing and planned mobility networks, including Denver Moves, and Denver Moves Downtown.
- c. The Stantec team will document and evaluate the characteristics of the street edges for the corridor. This will include mapping the ground floor uses, and quality of the ground floor building façade and experience.

The second stage of the Existing Conditions Task is intended to occur when COVID restrictions have eased, and public life has returned to an extent that site inventory will provide an accurate representation of the typical use of public space on the 21<sup>st</sup> Street corridor. As shown in the project schedule, this is anticipated to occur following the Conceptual (20%) Design Submittal. The following analysis tasks will be used to confirm the desktop research and limited site investigations describe in Tasks 3.1-3.4:

### **3.6. Traffic Characteristics Data Collection & Analysis (site verification)**

- a. It is assumed that each 5280 Trail crossing meets criteria for placing a marked crosswalk (according to the CCD Uncontrolled Pedestrian Crossing Guidelines). Using existing data, the Stantec team will evaluate the trail crossing treatments (supplemental to marked crosswalk) based on the CCD Uncontrolled Pedestrian Crossing Guidelines.

### **3.7. Parking Utilization Study**

- a. The Stantec team will determine the parking capacity and utilization for the 21<sup>st</sup> Street corridor, and one (1) block along intersecting streets. The following information will be collected:
  - a. On-street parking capacity: the Stantec team will map available on-street parking spaces, no-parking zones, loading zones, and time-limited parking areas, and identify the total parking capacity (in spaces) for each block, and the entire corridor.

- b. Parking Utilization: Stantec will perform two (2) site visits at each of the times listed below to identify all utilized parking spaces at three time periods:
  1. Weekday Early Morning (residential baseline): mid-week, 5-7am
  2. Weekday Mid-Morning: mid-week, 11:30am – 1:30 pm
  3. Weekend Evenings: Friday or Saturday, 7-9pm

### **3.8. Public Space / Public Life Survey**

The Stantec team will use empirical survey and mapping methodologies pioneered by Gehl Architects to develop a comprehensive understanding of how people move to, through and use the public realm, and the character, quality and programming of the spaces that make up that system. The consultant team will utilize quantitative and qualitative methods to establish benchmarks for the public realm and identify potential building blocks and challenges to increasing public life. The subtasks required are:

The specific analysis methods and locations will be determined with the CCD PMT, 5280 Loop Executive Committee and community stakeholders.

- a. PSPL scope mapping: the consultant team will coordinate with the CCD PMT, 5280 Trail Executive Team and community stakeholders to refine the scope of the survey, including key information to confirm/understand, specific locations, and timeframes. The consultant team will prepare a scope recommendation based on the initial Existing Conditions inventory, concept development and community feedback, and attend one (1) meeting with the CCD PMT and/or 5280 Trail Executive Team to review and refine the scope.
- b. Volunteer Coordination: The Stantec team will work with CCD and the 5280 Trail Executive Team to coordinate volunteers required to complete the survey. The consultant team will identify the number of volunteers required.
- c. Training: The consultant team will provide two (2) in-person or online volunteer training sessions to prepare for the survey
- d. Survey: the consultant team will be on-site for five (5) days to perform and lead the survey data gathering. The survey will include at least one (1) weekend day.
- e. Data Analysis & Reporting: The data will be compiled and synthesized to identify key trends and presented in a written and graphic report to the CCD PMT, 5280 Trail Executive Team, and community stakeholders.

Task 3 deliverables will include:

#### Stage 1 / Initial Analysis Tasks

1. Survey Control Map and AutoCad file
2. Existing Right-of-Way and Ownership Map
3. SUE (level D) maps
4. Environmental Review summary memo
5. Ramp and roadway cross-slope Inventory Maps
6. Storm water Analysis Map, and summary memo
7. Existing Traffic Characteristics Maps (based on existing CCD data)

8. Transportation and Mobility Master Plans Summary Map
9. Neighborhood Context and Proposed Development Map
10. Downtown Context Map
11. Façade Quality and Ground Floor Analysis Map

#### Stage 2 Analysis Tasks

12. Public Space / Public Life Survey summary report
13. Updated Traffic Characteristics Maps
14. Parking Capacity and Utilization Maps
15. Existing Conditions Summary Report (this will summarize the conclusions of all of the Existing Conditions analysis in a single report)

## 4. PROJECT DEVELOPMENT AND EVALUATION

Building on previous studies, preliminary stakeholder feedback, and the Existing Conditions Analysis, the Stantec team will create a corridor-wide preliminary design. The preliminary design will illustrate all elements of the proposed design, including furnishings, lighting, landscape, paving materials, Ultra-Urban Green infrastructure elements, and all civil and roadway infrastructure requirements.

The goal of this task is to develop a preliminary design that is supported by stakeholders and CCD departments, and evaluate the full construction and maintenance costs of the project. To accomplish this, Task 4 is organized into three phases: Initial Concepts, Concept Design (20%), and Preliminary Design. Due to COVID restrictions, this Scope of Work assume that the Initial Concepts and analysis will be presented to the CCD, stakeholders and community in online sessions and forms. Deliverables and presentations will be formatted accordingly. It is assumed that completed Concept Design (20%) and Alternatives Evaluation leading into Preliminary Design (30%) will be presented in an in-person meeting format. As part of this task, Stantec will facilitate four (4) CCD reviews as part of this task, as described below.

### **4.1. Best Practices & Precedents**

The goal of this task is to identify best practices for the key issues for the 5280 Trail at 21<sup>st</sup> Street (bike facility design, bike facility materials, shared street criteria, and intersection design). The Stantec team will research best practices, including NACTO guidance and compile photographs, supporting graphics and data for the following topics:

- a. Bike facility type & design: best practices and types of bike facilities, and associated delineation, buffering and space requirements.
- b. Bike facility materials: best practices for paving materials, with an emphasis on the bike facility, and evaluate one (1) case study each of asphalt, concrete and concrete pavers. This evaluation will consider maintenance, smoothness, aesthetic, cost, etc.
- c. Shared Street: best practices for the design of shared streets, including NACTO and FHWA guidance.

- d. Intersection Concepts: appropriate bicycle and pedestrian crossing treatments for each intersection, including CCD standards for uncontrolled pedestrian crossings.
- e. Integrated Water Quality: potential integrated water quality treatment elements, based on CCD Ultra-Urban Green Infrastructure guidance.

Stantec will organize one (1) CCD review as part of this subtask.

#### **4.2. Initial Concepts**

The Stantec team will prepare a maximum of five (5)s initial concept studies based on prior studies, the initial Existing Conditions Analysis and Best Practices Research and Precedents. The intent of the Initial Concepts studies is to prepare a variety of ideas to allow stakeholders to quickly imagine and evaluate a wide range of possibilities and big ideas for the corridor, and elicit questions and feedback from CCD and stakeholders prior to narrowing the exploration to two (2) concepts. The Initial Concepts may include images, sketches and diagrams that may be illustrated on the entire corridor, portions or locations on the corridor, or as independent images.

#### **4.3. Initial Concept Review and Refinement**

The goal of this task is to review the Best Practices & Precedents research and Initial Concepts with the CCD PMT (and additional participants if desired) and refine the Initial Concepts for presentation to stakeholders and the community.

- a. The consultant team will prepare materials for review in a web-meeting format and lead one (1) two-hour work session with the CCD PMT and selected participants.
- b. Based on the outcome of the PMT work session, the consultant team will refine the Initial Concepts for presentation to stakeholders and the community. Based on direction from CCD, the refined Initial Concepts may include initial sketch studies illustrating the application of the concepts on the corridor. If desired, the consultant team will prepare up to four (4) diagrammatic or hand sketch plans of the corridor

#### **4.4. Conceptual (20%) Design**

Based on CCD direction, the project team will prepare the Conceptual (20%) Design Submittal. The team will prepare two (2) alternative concepts for the entire Project area. The alternatives will illustrate two options for the alignment and design of the urban trail, as well all other major design elements. For each alternative, the submittal will include:

- a. One (1) “roll plot” plan of the 21st Street corridor illustrating the major project components, including roadway, on-street parking, bike facility, pedestrian and amenity zones and park blocks, landscape areas and lighting locations. This plan will be diagrammatic, to clearly illustrate the major components, the relationships between them, and the conceptual trade-offs required.
- b. Two (2) typical enlargement plans illustrating additional design detail for each alternative, including, pavement type (asphalt, concrete, concrete unit pavers), striping and/or pavement markings, and furnishings. The enlargement plans will be illustrative to communicate the design character and materials to stakeholders.

- c. Two (2) typical cross sections illustrating the roadway, on-street parking, trail location, and pedestrian and amenity spaces.
- d. Two (2) 3D visualizations illustrating key locations and/or design characteristics.
- e. Three (3) typical intersections, including:
  - Signalized arterial crossing
  - Unsignalized arterial crossing (probable installation of PHB and RRFB)
  - Unsignalized local road crossing

The intersection study will illustrate pedestrian and bicycle treatments, signage and striping, and additional design features to ensure intersections are consistent with CCD and NACTO guidance.

- f. Preliminary locations for RTD bus pads and stops, in coordination with RTD. The consultant team will attend one (1) coordination meeting with RTD staff in this phase of work.
- g. One (1) “roll plot” diagram identifying conceptual locations and types of water quality facilities, in accordance with the CCD Ultra-Urban Green Infrastructure Guidelines. Based on the locations and facility types, Stantec will provide a conceptual estimate of storm water quality volume captured in each alternative.
- h. One (1) conceptual park plan, depicting circulation (including trail location and emergency access) program areas, potential play concepts and equipment, landscape areas and furnishings. The extent, program and elements of the park will be studied in the initial concepts phase.

#### **4.5. Alternatives Evaluation**

The Consultant team will evaluate the Conceptual (20%) Design alternative in order to inform the CCD PMT decision making process and Preliminary (30%) Design. The evaluation will compare each concept alternative to the previously established goals and will be summarized in a Design Evaluation Memo. The memo will document analyses conducted and will evaluate mobility goals (vehicle, bike, pedestrian, transit, passenger pick-up/drop-off, service access), stormwater goals, and placemaking goals. The evaluation will include:

- a. Evaluation of traffic operations and trip pattern modifications: The Consultant will prepare a Synchro model of traffic patterns at three (3) locations for each alternative. The evaluation may analyze traffic impacts of intersection signalization and lane configurations, and the impact of park block closures to travel patterns.
  - This evaluation will include an evaluation of traffic signal infrastructure – which signals need to be rebuilt and how they will function with the new urban trail.
- b. Evaluation of bicycle connectivity, comfort and safety, compared to the established project goals.
- c. Evaluation of pedestrian connectivity, comfort and safety, including uncontrolled pedestrian crossings according to CCD Uncontrolled Pedestrian Guidelines.

- d. Evaluation of transit connectivity to the 21<sup>st</sup> Street corridor.
- e. Evaluation of passenger/ride-share loading and drop-off access, as well as potential curbside management recommendations to meet project goals.
- f. Evaluation of delivery, service and emergency access, in particular at park blocks.
- g. Evaluation of public life programming and placemaking strategies
- h. Evaluation of risk, considering items identified in the project risk register

#### **4.6. Preliminary (30%) Design**

Based on the results of the Alternatives Evaluation, and CCD direction, the consultant team will further develop the Preliminary Design package. Stantec will facilitate one (1) draft review of the 30% design with the CCD PLT and CTED during this task. The Preliminary (30%) Design submittal will include:

- a. Horizontal roadway alignment plans illustrating proposed roadway alignment, curb & flowline locations, bike facility alignment, and pedestrian sidewalk, amenity zones and landscape areas.
- b. Materials site plans describing proposed pavement materials for roadway, bike facility, sidewalks and amenity areas.
- c. Typical cross-sections: cross section drawings will be provided to describe all significant plan and cross-section changes. Typical cross-sections will tie to existing ground elevations and illustrate typical sidewalk and roadway percent cross-slopes.
- d. Typical details at driveways and intersections: enlargement plans, and typical details at curb ramps and driveways. For typical/repeated intersections, a typical enlargement plan will be provided. An additional enlargement plan(s) will be provided for unique intersection designs (i.e different bike lane configurations, shared street intersection, etc).
- e. Preliminary Signage and Striping Plans, including potential wayfinding and identity signage locations.
- f. Preliminary Storm Water Quality plans: site plans identifying all Ultra-Urban Green Infrastructure facilities, inlets, and extents by type.
- g. Preliminary Planting and Irrigation plans: plans identifying all water quality planting areas, standard planting areas, and street trees. Planting plans will identify planting areas by type and include conceptual planting images and species for each type. Irrigation plans will illustrate mainlines and valves/irrigation zones and label the type for each Detailed planting plans identifying individual plants and species will not be provided at 30% design.
- h. Conceptual signal designs for intersections (if necessary). Signal poles and push-button locations will be included on intersection enlargement plans. Signal design will include preliminary signalization to prioritize pedestrian and bicycle traffic.
- i. Pedestrian & Roadway Lighting plan: site plans identifying location and preliminary type for roadway, pedestrian and landscape lighting. Site plans will also identify the proposed fixture type and manufacturer. Photometric analysis is not included in this 30% design.
- j. Water Quality and Stormwater: The Consultant team will provide preliminary analysis of local minor and local major storm water basins, based on the CCD Storm Drainage Design and



Technical Criteria Manual (2013), and reference the 2014 Storm Drainage Master Plan and Flow Depth Maps. The storm water plan will include design of local drainage systems and elements for the 21<sup>st</sup> corridor and tributary basins. The design will include preliminary design to provide capacity to address flows, as well as preliminary pipe sizes, types and materials.

- k. Water Quality Report: the consultant team will prepare a water quality report and plan and quantify the volume of treatment utilizing the Ultra-Urban Green Infrastructure Guidelines.

#### **4.7. Preliminary (30%) Geotechnical and Environmental Investigations**

- a. The Stantec team will provide preliminary geotechnical investigation to support the Preliminary Design and Cost Estimate. The consultant team will provide standard pavement borings every approximately 750 feet (including four (4) deep borings at selected intersections), as well as lab testing and preliminary pavement design. The results of the analysis will be presented in one (1) draft and final report.
- b. Based on the review of the Phase 1 Environmental report provided by DDPHE, Stantec will prepare a preliminary Materials Management Plan (MMP) and Standard Operating Procedures (SOP) for the remediation of hazardous soils. The plan and procedures will be provided in the DDPHE pre-defined format.

Task 4 deliverables will include:

1. Five (5) Best Practices and Precedents boards and/or slides. This will include one (1) board/slide each for
  - Bike facility types and design
  - Bike facility materials, including one (1) case study each for asphalt, concrete, and unit pavers comparing rider experience, construction cost and maintenance requirements.
  - Shared streets
  - Intersections
  - Integrated water quality elements
2. Initial Concepts presentation (may include photos, sketches and diagrams)
3. One (1) two-hour concept refinement workshop
4. Revised Initial Concepts presentation, including up to four (4) initial concept plans of the 21<sup>st</sup> Street corridor.
5. Up to four (4) conceptual section studies illustrating potential trade-offs for review with stakeholder and community groups.
6. One (1) Conceptual (20%) Design Submittal, illustrating two (2) alternative concepts, as defined above.
7. One (1) Alternatives Evaluation Memo, as described above, including public involvement summary.
8. One (1) Preliminary (30%) Design Submittal, as described above.
9. One (1) Preliminary Geotechnical Report
10. One (1) Preliminary Materials Management Plan and Standard Operating Procedures Report (in the pre-defined DDPHE format).

## 5. UTILITY PLANS COORDINATION AND SUPPLEMENTAL POTHOLING

The Stantec team will provide a preliminary utility coordination and utility plans. The consultant team shall schedule and attend meetings with CCD and utility owners.

Task 5 deliverables will include:

1. One (1) Utility Conflict Matrix summarizing utility type, size, owner, material and locations in conflict, and proposed resolution.
2. Prepare 30% utility plans showing existing utilities at QL D, with proposed improvements and potential utility relocations.
3. Identify critical utility pothole locations. Potholing will be provided in the Phase 2 scope.
4. Utility coordination: consultant team will attend up to four (4) meetings with utility providers

## 6. ENGINEER'S PROBABLE COST ESTIMATE

Stantec will provide construction cost estimates in conjunction with Concept (20%) Design, and Preliminary (30%) Design. The cost estimates will calculate quantities and unit prices for all pay items and include contingency for unknown items and escalation.

Task 6 Deliverables will include:

1. Two (2) Conceptual (20%) Design Construction Cost Estimates (one for each alternative)
2. One (1) Preliminary (30%) Design Construction Cost Estimate

## 7. PRELIMINARY PHASING OPERATIONS AND MAINTENANCE PLAN

The purpose of this task is to develop a phasing plan that details how the 5280 Trail at 21<sup>st</sup> Street can be implemented. The phasing plan will focus on near-term projects that can set up 21<sup>st</sup> Street for long-term success and include mid-term (1-5 years) and long-term projects/elements. The Phasing Plan will also consider elements to be constructed by CCD, and elements that could be provided by additional partners, such as adjacent parcel developers and/or a potential improvement district. The phase will also include an update to the project risk register. In parallel with the work in Task 4 the consultant team will develop potential phasing concept to inform the Alternatives Evaluation. In addition, in parallel with the work in Task 4, the consultant team will identify non-standard right-of-way improvements and coordinate with the DDP/BID, CCD departments and product suppliers to understand maintenance requirements and potential responsibilities.

### 7.1. Concept Phasing Studies

- a. For both Concept (20%) Design alternatives, prepare phasing and implementation concept, depicting near, mid, and long-term phases. For Preliminary (30%) Design, the consultant team will prepare a phasing plan depicting near, mid and long-term phasing, as well as the implementation/funding responsibility (CCD, developers, BID)

### 7.2. Maintenance Plan

- a. In conjunction with the Preliminary (30%) Design, the consultant team will attend up to four (4) meetings with CCD departments, the DDP/BID, and product manufacturers to research the maintenance requirements and costs for non-standard right-of-way improvements.

### **7.3. BID Formation Assistance**

- a. If surrounding property owners express interest in forming an improvement district to help fund capital or maintenance costs, the Stantec team will provide assistance. The Stantec team will prepare three (3) conceptual illustrations to depict 21<sup>st</sup> Street with, and without the district funding and maintenance commitment. In addition, the Stantec team will attend two (2) meetings with CCD staff, and property owners to review potential district budgets and improvements.

Task 7 Deliverables will include:

1. Two (2) phasing concept diagrams, as part of the Concept (20%) Design Alternatives
2. Three (3) conceptual illustrations supporting potential BID formation
3. One (1) Preliminary Phasing Operations and Maintenance Plan
4. Cost estimate for the development of 100% plans, specifications and reports for selected projects/elements.

<b>5280 LOOP AT 21ST STREET</b>	
<b>Phase 1 Fees</b>	
<b>Task 1: Project Management</b>	<b>\$ 23,871</b>
<b>Task 2: Public and Stakeholder Engagement</b>	<b>\$ 114,200</b>
<b>Task 3: Existing Conditions</b>	<b>\$ 216,037</b>
3.0 Project Kickoff	\$ 5,595
3.1 Design Survey	\$ 86,000
3.2 Compile Existing Information	\$ 5,788
3.3 Drainage, Utility and Environmental Assessment	\$ 8,664
3.4 Traffic Characteristics Data Collection (existing data)	\$ 3,470
3.5 Neighborhood Context and Development Review	\$ 27,220
3.6 Traffic Characteristics Data Collection (field verify)	\$ 2,662
3.7 Parking Utilization Study	\$ 3,638
3.8 Public Space/Public Life Study	\$ 73,000
<b>Task 4: Project Development and Evaluation</b>	<b>\$ 263,334</b>
4.1 Best Practices and Precedents	\$ 30,058
4.2 Initial Concepts	\$ 23,588
4.3 Initial Concept Review and Refinement	\$ 14,548
4.4 Conceptual (20%) Design	\$ 44,156
4.5 Alternatives Evaluation	\$ 25,618
4.6 Preliminary (30%) Design	\$ 95,768
4.7 Preliminary Geotechnical and Environmental Investigation	\$ 29,768
<b>Task 5: Utility Plans Coordination and Supplemental Potholing</b>	<b>\$ 13,860</b>
<b>Task 6: Engineers Probably Cost Estimate</b>	<b>\$ 29,768</b>
<b>Task 7: Preliminary Phasing, Operations and Maintenance Plan</b>	<b>\$ 38,768</b>
7.1 Phasing Studies	\$ 17,232
7.2 Phasing, Operations and Maintenance Plan	\$ 12,748
7.3 BID Assistance	\$ 8,788
<b>SUBTOTAL</b>	<b>\$ 699,988</b>
<i>Project Materials Printing Contingency</i>	\$ 5,000
<b>TOTAL</b>	<b>\$ 704,988</b>

**EXHIBIT B: KEY PERSONNEL AND RATES****ATTACHMENT 2****CONSULTANT TEAM MEMBERS**

Prime Consultant: Stantec Architecture. Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal Project Lead	Project oversight, leadership, execution	\$167
Project Manager	Project management, sub coordination, design direction	\$154
Senior Urban Designer	Urban design lead	\$154
Senior Landscape Arch	Landscape Architecture lead	\$154
Planner	Planning lead	\$167
Urban Design Intern	Urban Design support	\$137
Landscape Intern	Landscape Architecture support	\$127
Landscape Architect	Landscape Architecture	\$143
Lighting Designer	Lighting design	\$127
Senior Lighting Designer	Lighting design lead	\$158
Senior Engineer II	Engineering	\$191
Project Engineer	Engineering	\$143
Engineer I	Engineering	\$137
Senior Engineer	Engineering	\$158
Sustainability Lead	Sustainability lead	\$173
Senior Professional	Traffic	\$167
Senior Project Manager	Engineering	\$219

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.25.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

## REIMBURSABLE EXPENSES

Prime Consultant: Stantec Architecture Inc.

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

### Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.15</u> / each
Red-line copies	\$ <u>0.10</u> / S.F.
Reproducibles	\$ <u>0.15</u> / page

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: 105 West, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Dir.of Survey/Mapping	Manage Projects/Perform Boundary Survey & ROW work	\$130
Project Surveyor	Manage Projects/daily field operations and all surveying	\$105
Survey Technician	Perform surveying required for project completion	\$85
Party Chief	Perform field work and coordination	\$85
Instrument Operator	Assist Party Chief in field work and coordination	\$60
Administrative	Perform administrative duties	\$60
Survey Crew (2-Man)	Perform field work and coordination	\$145
Survey Crew (1-Man)	Perform field work and coordination	\$120
Survey Crew (3-Man)	Perform field work and coordination	\$220

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

## REIMBURSABLE EXPENSES

Sub-Consultant: 105 West, Inc.

The additional expenses of the consultant reimbursable by the City shall include:

3. Actual cost of reproduction of drawings and specifications requested by the City.
4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

### Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.12</u> / each
Copies (8 1/2 x 14")	\$ <u>0.14</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page



SUB-CONSULTANT TEAM MEMBERS

Firm Name: Architecture for the Blind

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal-in-Charge	Design, oversight	\$195
Design Assistant	Assist with design	\$90
Administrative Assistant	Administrative tasks	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A .

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Architecture for the Blind

The additional expenses of the consultant reimbursable by the City shall include:

- 3. Actual cost of reproduction of drawings and specifications requested by the City.
- 4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: GBSM, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
President/CEO	Strategic oversight	\$345
Principal	Senior-level strategy and counsel	\$325
Senior Associate	Project strategy, management and execution	\$235
Associate	Project execution, graphic design	\$155
Client Support	Project maintenance and administration	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: GBSM, Inc.

The additional expenses of the consultant reimbursable by the City shall include:

- 3. Actual cost of reproduction of drawings and specifications requested by the City.
- 4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.15</u> / each
Red-line copies	\$ <u>0.10</u> / S.F.
Reproducibles	\$ <u>0.15</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Gehl Studio Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Associate	Reference Bike Expert	\$255
Project Manager	Project Manager	\$230
Urban Designer	Designer	\$165
Director	Project Director	\$345
Managing Director/Partner	Reference	\$380

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub-Consultant: Gehl Studio Inc.

The additional expenses of the consultant reimbursable by the City shall include:

- 3. Actual cost of reproduction of drawings and specifications requested by the City.
- 4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$TBD</u> / each
Copies (8 1/2 x 14")	<u>\$TBD</u> / each
Red-line copies	<u>\$TBD</u> / S.F.
Reproducibles	<u>\$TBD</u> / page

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Goodbee & Associates, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
President	Directs all aspects of the firm's operations	\$185
Principal	Directs all aspects of the firm's operations	\$185
Project Manager III	Leads and reviews technical work	\$150
Project Manager II	Leads and reviews technical work	\$135
Project Manager I	Leads and reviews technical work	\$125
Landscape Architect (Principal)	Leads and reviews technical work	\$175
Landscape Architect III	Leads and reviews technical work	\$150
Landscape Architect II	Leads and reviews technical work	\$130
Landscape Architect I	Leads and reviews technical work	\$110
Designer III	Completes technical work under direction of a PM/LA	\$115
Designer II	Completes technical work under direction of a PM/LA	\$110
Designer I	Completes technical work under direction of a PM/LA	\$100
CAD II	Completes technical work under direction of a PM/LA	\$100
CAD I	Completes technical work under direction of a PM/LA	\$80
Administrator	Bookkeeping and general administration	\$110
Administrative Assistant	General administration	\$80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub-Consultant: Goodbee & Associates, Inc.

The additional expense of the consultant reimbursable by the City shall include:

Actual cost of reproduction of drawings and specifications requested by the City.

Travel/transportation costs shall not be reimbursable by the City for Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>at cost</u> / each
Copies (8 1/2 x 14")	\$ <u>at cost</u> / each
Red-line copies	\$ <u>at cost</u> / each
Reproducibles	\$ <u>at cost</u> / each



**SUB-CONSULTANT TEAM MEMBERS**Firm Name: SurvWest, LLC

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer	Oversight of engineering design and quality; technical design direction	\$186.00
Project Engineer	Performs design and engineering calculations	\$170.00
Junior Engineer	Assist with the design and engineering calculations under the supervision of a licensed engineer	\$127.00
Engineering Technician	Designing, planning and execution of projects; advanced knowledge of CAD	\$96.00
Field Coordinator	Oversight of field activities, processes and technical merit. Highest level knowledge of process, equipment, field conditions and expertise	\$122.00
Senior Designator	Oversight of designation process, directs field staff, high-level knowledge of equipment, conditions and technical expertise	\$175.00
Junior Designator	Performs designation activities, operates associated equipment	\$150.00
Locator	Performs test hole and locating activities, operates associated equipment	\$150.00
CAD Technician	Performs drafting of technical drawings	\$96.00
Principal Surveyor	Oversight of surveying process, directs staff and responsible for technical merit	\$156.00
Field Surveyor	Performs field surveying activities	\$110.00
Office Surveyor	Processes field survey data, oversight of office process, produces deliverables	\$110.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1

Outside services and expenses to be billed at actual cost may include, but not limited to:

- Subconsultants
- Traffic Control Subcontractor
- Permit Fees
- Waste Disposal Fees
- Field Supplies

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

**REIMBURSABLE EXPENSES**Sub-Consultant: SurvWest, LLC

The additional expenses of the consultant reimbursable by the City shall include:

3. Actual cost of reproduction of drawings and specifications requested by the City.
4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

**Actual Costs****Subsurface Utility Engineering**

<b>SUE Expenses, Materials and Supplies</b>		
Designating Equipment	\$50.00	DAY
Vac Truck	\$125.00	DAY
GPR Equipment	\$75.00	DAY
Pull/Push Camera	\$50.00	DAY
Robotic Camera	\$150.00	DAY
SUE Materials and Supplies	\$150.00	DAY

**Surveying**

<b>Survey Expenses, Materials and Supplies</b>		
LiDAR Scanning Equipment	\$25.00	DAY
Laser Scanner	\$50.00	DAY
GPS Receiver	\$25.00	DAY
Robotic Total Station	\$25.00	DAY
Surveying Materials & Supplies	\$15.00	DAY

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Yeh and Associates

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Management	\$190/hr
Senior Project Manager	Management	\$180/hr
Project Manager	Management and Budget	\$150/hr
Senior Project Engineer or Geologist	General Project Work	\$130/hr
Project Engineer or Geologist	General Project Work, Field and Office	\$105/hr
Staff Engineer or Geologist	General Project Work, Field and Office	\$90/hr
Engineer or Geologist Intern	General Project Work, Field and Office	\$60/hr
Laboratory Supervisor	Lab Testing and Supervision	\$100/hr
Technician 2	Lab Testing	\$70/hr
CAD Designer	CAD Design	\$125/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Yeh and Associates

The additional expenses of the consultant reimbursable by the City shall include:

- 3. Actual cost of reproduction of drawings and specifications requested by the City.
- 4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>.15</u> / page

Page 156





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)

8/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C. No. Ext): <b>FAX</b> (A/C. No): <b>E-MAIL</b> <b>ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1415077 STANTEC ARCHITECTURE INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	<b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company <b>INSURER B:</b> Travelers Property Casualty Co of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 22276 25674

**COVERAGES****CERTIFICATE NUMBER:** 16914962**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b> <input checked="" type="checkbox"/> <b>XCU COVERED</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2270461001; 5280 LOOP AT 21ST STREET DESIGN. CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

<b>16914962</b> EXECUTIVE DIRECTOR DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE 201 WEST COLFAX AVENUE, DEPARTMENT 608 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)

8/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: center;">22276</td> </tr> <tr> <td>INSURER B : AIG Specialty Insurance Company</td> <td style="text-align: center;">26883</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : AIG Specialty Insurance Company	26883	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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<b>INSURED</b> 1414100 STANTEC ARCHITECTURE INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012															

**COVERAGES** **CERTIFICATE NUMBER:** 16914963 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2019	10/1/2020	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 2270461001; 5280 LOOP AT 21ST STREET DESIGN.

## CERTIFICATE HOLDER

## CANCELLATION

16914963

EXECUTIVE DIRECTOR  
 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
 201 WEST COLFAX AVENUE, DEPARTMENT 608  
 DENVER CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE